

MG01

Particulars of a mortgage or charge

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A fee is payable with this form.  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to  
particulars of a charge for a  
company. To do this, please  
form MG01s.

THURSDAY



A14 13/01/2011 258  
COMPANIES HOUSE

**Company details**

Company number 04964271

Company name in full MUZICALL LIMITED

For official use

4

**Filing in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

**Date of creation of charge**

Date of creation 30/12/2010

**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture dated 30 December 2010 and made between (1) Muzicall Limited  
(the **Borrower**) and (2) Kreos Capital III (UK) Limited (the **Lender**) (the  
**Debenture**).

**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

all indebtedness, liabilities and obligations which  
are now or may at any time in the future be due,  
owing or incurred by the Borrower to the Lender in  
any manner whatsoever under the Second Loan  
Agreement and any other document guaranteeing or  
creating security for or supporting the obligations  
of the Borrower to the Lender in connection with  
the Second Loan Agreement or otherwise.

**Continuation page**  
Please use a continuation page if  
you need to enter more details.

**MG01****Particulars of a mortgage or charge****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	KREOS CAPITAL III (UK) LIMITED (Co. no 05981165)	
Address	25-28 Old Burlington Street	
	London	
Postcode	W 1 S 3 A N	
Name		
Address		
Postcode		

**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p><b>1. NATURE OF SECURITY</b></p> <p>1.1 All mortgages, charges, assignments and other security made or created under the Debenture are made or created:</p> <p>1.1.1 in favour of each of the Lender;</p> <p>1.1.2 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and</p> <p>1.1.3 as a continuing security for the payment or discharge of all Secured Obligations hereby covenanted to be paid or discharged by the Borrower.</p> <p>1.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).</p> <p><b>2 SECURITY</b></p> <p>2.1 The Borrower charges and agrees to charge to the Lender all the present and future right, title and interest of the Borrower in and to the following assets which are at any time owned by the Borrower or in which the Borrower from time to time has an interest.</p> <p>2.1.1 by way of first legal mortgage all freehold, leasehold or other immovable property now vested in or charged to the Borrower,</p> <p>2.1.2 by way of first fixed charge</p> <p>(a) all other freehold, leasehold and other immovable property now or in the future belonging to the Borrower (and not charged by clause 2.1 1);</p> <p>(See continuation page)</p>	

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### Signature

Please sign the form here

Signature

Signature

X

This form must be signed by a person with an interest in the registration of the charge.

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## Particulars of a mortgage or charge

### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Amanda Glass

Company name

Speechly Bircham LLP

Address

6 New Street Square

London

Post town

County/Region

Postcode

E C 4 A 3 L X

Country

DX

DX 54 Chancery Lane

Telephone

020 7427 6400

### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

### Important information

Please note that all information on this form will appear on the public record.

### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.

### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

### Short particulars

(b) all plant and machinery now or in the future belonging to the Borrower other than fixed plant and machinery charged under clauses 2 1 1 and 2.1 2(a);  
(c) all computers, vehicles, office equipment and other equipment,  
(d) all cash of the Borrower,  
(e) all Receivables,  
(f) all stocks, shares and other securities now or in the future belonging to the Borrower (either legally or beneficially) together with all dividends and all other rights deriving from them,  
(g) the goodwill of the Borrower and its uncalled capital both present and future, and  
(h) all policies and contracts of insurance issued or entered into for the benefit of or by the Borrower and all rights, claims and interests which the Borrower has from time to time in any such policy or contract.

2.2 The Borrower assigns and agrees to assign absolutely to the Lender (to the fullest extent assignable or capable of assignment without first infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such consent has been granted)) and subject to a proviso for reassignment on redemption in accordance with clause 10, the benefit of all its right, title and interest to, in and under all present and future.

2 2 1 the Receivables;  
2 2.2 goodwill of the Borrower and its uncalled capital both present and future; and  
2.2.3 policies and contracts of insurance issued or entered into for the benefit of or by the Borrower and all rights, claims and interests which the Borrower has from time to time in any such policy or contract

2 3 If so requested by the Lender, the Borrower shall (within 10 Business Days) in respect of any of the assets assigned under clause 2.2, deliver a duly completed notice of assignment to each of the other parties to the relevant contract (if applicable).

2.4 To the extent not validly and effectively charged by way of first legal mortgage pursuant to clause 2.1.1 or fixed charge pursuant to clause 2 1 2 or effectively assigned pursuant to clause 2.2, the Borrower by way of first floating charge charges the whole of the Borrower's undertaking and all its property and assets whatsoever and wheresoever present and future.

2.5 The Lender may at any time following an Event of Default which is continuing convert the floating charge by notice in writing to the Borrower into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice.

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## Short particulars of all the property mortgaged or charged

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### Short particulars

2.6 The floating charge created by the Debenture shall unless otherwise agreed in writing by the Lender automatically and without notice be converted into a fixed charge (except for the Intellectual Property) in the event that the Borrower shall create or permit to subsist any security interest as described in clause 3.1.1 other than the Debenture or if any third party levies any distress, attachment, execution or other legal process against any asset charged by the floating charge.

2.7 A reference in the Debenture to a mortgage, assignment or charge of any freehold or leasehold property includes all buildings and fixtures on the property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property and the benefit of any covenants for title given or entered into by any predecessor in title of the Borrower in respect of that property or any monies paid or payable in respect of those covenants

2.8 The security from time to time constituted by or pursuant to the Debenture shall be in addition to and shall not prejudice, determine or affect any other security which the Lender may from time to time hold for or in respect of all or any part of the Secured Obligations hereby secured. No prior security held by the Lender over the property charged by the Debenture or any part of it shall merge in the security created hereby or pursuant to the Debenture which will remain in full force and effect as a continuing security until discharged by the Lender.

2.9 There shall be excluded from the charge created by clause 2.1 and from the operation of clause 8 any leasehold property held by the Borrower under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) the Borrower from creating any charge over its leasehold interest in that property (each an "Excluded Property") until the relevant condition or waiver has been satisfied or obtained.

2.10 For each Excluded Property, the Borrower undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen (14) days of the date of the Debenture and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that consent as soon as possible and to keep the Lender informed of the progress of its negotiations.

2.11 Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Lender under clause 2.1. If required by the Lender at any time following receipt of that waiver or consent, the Borrower will forthwith execute a valid legal mortgage in such form as the Lender shall reasonably require.

### 3. RESTRICTIONS ON DEALING

3.1 Other than as set out at clause 3.2, the Borrower shall not without the prior written consent of the Lender:

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## Short particulars of all the property mortgaged or charged

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### Short particulars

3.1.1 create or permit to subsist any mortgage, charge, pledge, hypothecation, lien or other security interest on any of its assets including any Intellectual Property other than the Debenture,

3.1.2 save in the normal course of trading at not less than market value sell, transfer, lease, licence, lend or otherwise dispose of the whole or any part of its undertaking or of its assets including any Intellectual Property (whether by a single transaction or a number of transactions and whether related or not) or enter into any agreement or grant any option for any such sale, transfer, lease, licence, loan or other disposal;

3.1.3 part with possession of any freehold or leasehold property (including the Real Property), grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under the Debenture and being an agent of the Borrower and the Lender may grant or accept surrenders of leases without restriction

### 4. COVENANTS BY THE BORROWER

4.1 The Borrower shall

4.1.1 keep and maintain all buildings and all plant, machinery, fixtures and fittings in good repair and condition and permit any person or persons nominated by the Lender access upon reasonable notice to view the state and condition of them;

4.1.2 apply any insurance proceeds in making good the loss or damage or, at the Lender's option (acting reasonably), towards the discharge of the Secured Obligations secured by the Debenture;

4.1.3 punctually pay all rents, taxes, duties, assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to the Debenture is held;

4.1.4 deal with its Receivables and all licence fees, royalties and other monies deriving from its Intellectual Property in accordance with any directions from time to time given in writing by the Lender (acting reasonably) and in default of and subject to any such directions not release, factor, sell at discount, charge, assign or otherwise deal with such Receivables

4.1.5 Following an Event of Default, to permit the Borrower's bank to furnish directly to the Lender from time to time upon request full statements and particulars of all the Borrower's accounts with the bank and such other financial statements information respecting the assets and liabilities of the Borrower as are from time to time available from the bank;

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4.1 6 if so requested, deposit with Lender all deeds certificates and documents constituting or evidencing title to the property or any part of the property charged by the Debenture and all insurance policies;

4.1.7 comply with the provisions of all present or future law, regulations, instruments and directives and every notice, order or direction made under any of the foregoing and any requirements of any competent authority and all other licences, approvals and consents;

4.1.8 provide the Lender with all financial and other information with respect to assets, liabilities and affairs of the Borrower and its subsidiaries and associated companies (if any) that the Lender may from time to time require;

4.1 9 notify the Lender within 10 Business Days of receipt of every material notice, order or proposal given or made in relation to the Security Assets by any competent authority, and (if required by the Lender (acting reasonably)) promptly provide it with a copy of the same and either (1) comply with the same or (2) make any objections which the Lender may require or approve,

4 1.10 comply with all covenants and obligations affecting any of the Security Assets (or the manner of use of any of them);

4.1.11 not, except with the prior written consent of the Lender, enter into any onerous or restrictive obligation affecting any of the Security Assets;

4 1 12 if required by the Lender in writing, deposit with the Lender all deeds and documents of title relating to the Security Assets;

4.1.13 provide the Lender with all information which it may reasonably request in relation to the Security Assets,

4 1.14 not do, cause or permit to be done anything which may be in any way materially depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Security Assets (or make any omission which has such an effect);

4.1.15 without prejudice to clause 3.1.1 but in addition to the restrictions in that clause, the Borrower will not sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables without the prior written consent of the Lender and must collect all Receivables promptly in the ordinary course of trading as agent for the Lender;

4.1.16 notify the Lender if it intends to acquire any estate or any interest in any freehold or leasehold property and will further notify the Lender promptly in writing of the actual acquisition by it of any such freehold or leasehold land.

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4.2 If the Borrower shall fail to perform any of its obligations under clause 4.1, then the Lender may take such steps as it considers appropriate to procure the performance of such obligation and shall not thereby be deemed to be a mortgagee in possession and the monies reasonably expended by the Lender shall be reimbursed by the Borrower on demand and until so reimbursed shall carry interest at the Applicable Interest Rate (as defined in the Second Loan Agreement) from the date of payment to the date of reimbursement.

### 5 WARRANTIES

The Borrower warrants to the Lender on the date of the Debenture and on each day that the Secured Obligations or any of them remain outstanding that:

5.1 Schedule 1 to the Debenture lists all the freehold and leasehold property beneficially owned by it as at the date of the Debenture;

5.2 there are no proceedings, actions, or circumstances relating to any of that property which materially and adversely affect that property's value or the Borrower's ability to use that property for the purposes for which it is currently used

### 6 ENFORCEMENT

6.1 The Debenture shall become enforceable:

6.1.1 if any of the Secured Obligations secured by the Debenture shall not be paid or discharged by the Borrower in accordance with clause 2.1 of the Debenture (save where such failure is remedied within 5 business days of the Lender advising the Borrower of such non-payment); or

6.1.2 if the Borrower shall be in material breach of any provision of the Debenture or of any agreement containing any terms and conditions of or applicable to the Secured Obligations secured by the Debenture unless:

(a) the Lender notifies the Borrower in writing that it is satisfied that the breach has not put any of the Security for the Second Loan immediately at risk and that it considers that the breach is capable of remedy; and

(b) within fifteen (15) Business Days after the Lender serves on the Borrower a notice of default under the Second Loan Agreement, or such longer period as the Lender may specify in such notice, the Borrower remedies the breach to the satisfaction of the Lender;

6.1.3 upon the presentation of a petition for the winding up of the Borrower or the making of an order for the winding up of the Borrower or the passing by the Borrower of a resolution for voluntary winding up; or

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6.1.4 if an encumbrancer shall take possession of, or a receiver, administrative receiver, administrator, liquidator or similar offices shall be appointed over, or any secured creditor of the Borrower shall seek to enforce his security in respect of all or any of the property or assets charged by the Debenture; or

6.1.5 if a petition shall be presented for an administration order in relation to the Borrower or if the Borrower passes a resolution for the appointment of an administrator, or

6.1.6 if the Borrower shall enter into any composition or scheme of arrangement for the benefit of its creditors, or

6.1.7 if the Borrower is unable or admits inability to pay its debts as they fall due; or

6.1.8 any other event shall take place which in the opinion of the Lender puts in jeopardy or materially imperils all or any part of the security created by the Debenture provided however that if the Borrower proposes replacement security which the Lender accepts, and such replacement security is constituted in a manner acceptable to the Lender within such period of time as the Lender may require, the Debenture shall not be enforceable as a result of the preceding event that resulted in the security being put in jeopardy or material imperilment.

6.2 Section 103 of the Law of Property Act 1925 shall not apply and the statutory power of sale and all other powers under that or any other Act as varied or extended by the Debenture shall arise on and be exercise able at any time after the Lender shall have demanded the payment or discharge by the Borrower of all or any of the Secured Obligations secured by the Debenture

6.3 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to the Debenture.

**7 POWER OF ATTORNEY**

The Borrower irrevocably appoints the Lender, any Receiver and any person nominated by the Lender jointly and also severally to be the attorney of the Borrower with the power of substitution and in its name and otherwise on its behalf and as its act and deed to sign or execute all deeds instruments and documents which the Lender or any Receiver or any person nominated by the Lender may require or deem proper for any of the purposes of or which the Borrower ought to do under the Debenture. The Borrower agrees to ratify and confirm anything such attorney shall lawfully and properly do.

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Short particulars

### 8. FURTHER ASSURANCE

8.1 The Borrower shall whenever requested by the Lender (acting reasonably), immediately execute and sign all such deeds and documents and do all such things as the Lender may require over any property or assets specified by the Lender for the purpose of perfecting security to the Lender for the payment and discharge of the Secured Obligations secured by the Debenture

8.2 In relation to Real Property charged by way of legal mortgage under the Debenture situated in England and Wales, the Borrower hereby irrevocably consents to the Lender applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Real Property (including any unregistered properties subject to compulsory first registration at the date of the Debenture) on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of Kreos Capital III (UK) Limited referred to in the charges register or, if appropriate, signed on such proprietors' behalf by their authorised signatories."

8.3 Subject to the terms of the Second Loan Agreement, the Lender is under an obligation to make further advances to the Borrower (which obligation is deemed to be incorporated into the Debenture) and this security has been made for securing those further advances. In relation to Real Property charged by way of legal mortgage under the Debenture situated in England and Wales, the Lender may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Real Property (including any unregistered properties subject to compulsory first registration at the date of the Debenture) that there is an obligation to make further advances on the security of the registered charge.

8.4 In respect of any part of the Security Assets title to which is registered at Land Registry, it is certified that the security created by the Debenture does not contravene any of the provisions of the memorandum or articles of association of the Borrower

### 9. AVOIDANCE OF PAYMENTS

No assurance, security or payment which may be avoided or adjusted under any enactment relating to bankruptcy or insolvency or Part IV of the Insolvency Act 1986 or similar legislation binding on the Borrower in a jurisdiction other than England and Wales and no release, settlement or discharge given or made by the Lender on the faith of any such assurance, security or payment shall prejudice or affect the right of the Lender to recover from the Borrower (including the right to recover any monies which it may have been compelled by due process of law to refund under

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the provisions of the Insolvency Act 1986 and any costs payable by it pursuant to or otherwise incurred in connection with such process) or to enforce the security created by or pursuant to the Debenture to the full extent of the Secured Obligations secured by the Debenture.

### 10. RELEASE

10.1 Upon irrevocable redemption and payment in full (in accordance with the terms of the Second Loan Agreement) of all the Secured Obligations, the Lender shall do all things reasonably necessary to release the assets of the Borrower from the security constituted by the Debenture.

10.2 The Lender may release any asset of the Borrower from the security constituted by the Debenture at any time and any release shall not in any way affect, prejudice or invalidate the security created under the Debenture over any of the remaining assets of the Borrower.

### 11. MISCELLANEOUS

11.1 The Lender may without discharging or in any way affecting the security created by the Debenture or any remedy of the Lender grant time or other indulgence or abstain from exercising or enforcing any remedies, securities, guarantees or other rights which it may now or in the future have from or against the Borrower and may make any arrangement, variation or release with any person or persons without prejudice either to this Debenture or the liability of the Borrower for the Secured Obligations secured by the Debenture

11.2 Neither party to the Debenture may transfer any of its obligations under the Debenture or enter into any transaction which would result in any of those rights or obligations passing to another person without the prior written consent of the other party

11.3 All the provisions of the Debenture are severable and distinct from one another and if, at any time, any one or more of the provisions of the Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity and enforceability of the remaining provisions of the Debenture nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result

11.4 The rights and remedies of the Lender provided by the Debenture are cumulative and are not exclusive of any rights powers or remedies provided by law and may be exercised from time to time and as often as the Lender may deem expedient.

11.5 The Debenture may be executed in any number of counterparts each of which when executed and delivered is an original, but all counterparts together constitute the same document.

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Short particulars of all the property mortgaged or charged	
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Short particulars	<p>11.6 A person who is not a party to the Debenture shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Debenture (save for those referred to in clause 20, who shall be able to enforce their rights against the Borrower under that clause). This clause does not affect any right or remedy of any person which exists, or is available, otherwise then pursuant to that Act.</p> <p><b>12. DEFINITIONS</b></p> <p>In this Form MG01 the following words and expressions shall have the following meaning:</p> <p><b>Business Day:</b> a day on which clearing banks are open for business in the City of London other than a Saturday and Sunday;</p> <p><b>Event of Default:</b> an event of default under clause 9 of the Second Loan Agreement;</p> <p><b>Intellectual Property:</b> all legal and beneficial interests of the Borrower in any part of the World in inventions, improvements, modifications, processes, formulae, know-how, designs, models, prototypes, sketches, drawings, plans, business names, licences, patents, patent applications, trademarks (registered and unregistered), service marks, designs (registered and unregistered) and any other intellectual property rights of every kind, together with choses in action and claims and all fees, royalties and other rights of every kind deriving from them now or in the future belonging to the Borrower;</p> <p><b>Real Property:</b> means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging the Borrower, or in which the Borrower has an interest at any time (including the registered and unregistered land (if any) in England and Wales in Schedule 1 of the Debenture, together with:</p> <ul style="list-style-type: none"> <li>(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;</li> <li>(b) all easements, rights and agreements in respect thereof; and</li> <li>(c) the benefit of all covenants given in respect thereof,</li> </ul> <p><b>Receivables:</b> all present and future book debts and other debts, rentals, fees, VAT and monetary claims and all other amount at any time recoverable or receivable by, or due or owing to, the Borrower (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:</p> <ul style="list-style-type: none"> <li>(i) the benefit of all rights, guarantees, securities and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar association rights), and</li> <li>(ii) all proceeds of any of the foregoing;</li> </ul> <p>(See continuation sheet)</p>

# MG01 - continuation page

Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Receiver:** as defined in clause 9.1 of the Debenture;

**Second Loan** means the loan facility granted by the Lender to the Borrower of even date to the Debenture for an amount up to €750,000 in accordance with the terms of the Second Loan Agreement,

**Second Loan Agreement:** the second loan facility agreement between the Lender and the Borrower of even date with the Debenture;

**Secured Obligations:** all indebtedness, liabilities and obligations which are now or may at any time in the future be due, owing or incurred by the Borrower to the Lender in any manner whatsoever under the Loan Agreement and any other document guaranteeing or creating security for or supporting the obligations of the Borrower to the Lender in connection with the Second Loan Agreement or otherwise; and

**Security Assets:** all property and assets from time to time charged or assigned (or expressed to be charged or assigned) by or pursuant to the Debenture



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 4964271  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 30  
DECEMBER 2010 AND CREATED BY MUZICALL LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO KREOS CAPITAL III (UK) LIMITED ON ANY  
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 13 JANUARY  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JANUARY  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES